

280-15



Grant Agreement / Local Resolution Form

Department: Public Works

Not a DCJS Agreement: ☐

Grant Details

Department has Reviewed DCJS Conditions: ☐ If checked, signature is electronic online

Grant Title/Program: South Shore Blueway Trail/NYSDOS LWRP Grantor: NYSDOS

Term: TBD to TBD

Check all that applies:

Grant Agreement	
New <input checked="" type="checkbox"/> Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Mandated Program	<input type="checkbox"/>
Local Resolution to approve application	
Local Resolution required	<input checked="" type="checkbox"/>
Application Included*	<input type="checkbox"/>

Program funding source	Amount
County cash match	\$240,000
County in-kind	\$
Federal	\$
State	\$240,000
Other	\$
TOTAL	\$480,000

Routing Slip

DATE Rec'd	Department	Internal Verification	DATE App'd/ Ew'd	Signature	Leg. Approval Required
	Department Name	Public Works	7/2/15	<i>Shela</i>	
7/2/15	GM	Approved for submission	7/2/15	<i>[Signature]</i>	
7/2/15	OMB	(review by OMB bypassed if no County funds committed)	7/2/15	<i>[Signature]</i>	
	County Attorney	Approved for submission (drafts Local Resolution if required)			Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Approved for submission to Rules <input type="checkbox"/> / Leg. <input checked="" type="checkbox"/>	7/6/15	<i>Concetta A. Petrucci</i>	
	County Comptroller	(bypassed for Grant Application)			
	CDCE	Signed (bypassed for grant application if not required or already submitted)	7/6/15	<i>[Signature]</i>	
	Department	Agreement sent to grantor <input type="checkbox"/> Or Local Resolution approving application sent to grantor upon receipt of stamped resolution from County Attorney and, if necessary, signed application from CDCE <input type="checkbox"/>			

00 # 2 9- 11
 OFFICE OF THE COUNTY ATTORNEY
 ALBANY, NY 12224
 518-473-1234



Grant Agreement or Local Resolution Summary

Subject: South Shore Blueway Trail Agreement with NYS Department of State

Purpose:

To request approval for Nassau County (the "County") to execute an agreement with the New York State Department of State (the "NYSDOS") for \$480,000. This NYSDOS Grant through the Local Waterfront Revitalization Program will permit the County to construct kayak and other non-motorized boat launches at up to seven (7) locations in County Parks along the south shore of the County in support of the 2006 Environmental Bond Act Project named the South Shore Blueway Trail project. This agreement requires a 50-50 match from the State and the County. Grant supervision and management provided by the Department of Public Works.

Description of General Provisions:

This is a standard New York State Department of Statement Agreement

County funding commitment required:

The County match is \$240,000 which will be from various County Capital sources. *Project # 41871*

Change in Grant Agreement from any prior award:

N/A

Recommendation: Approve as Submitted

Staff Contact Information

Dept. Head	Dept. Grant Manager	Granting Agency Contact
Name: Shila Shah-Gavnoudias	Name: Brian Schneider	Name: Tara Riley
Phone: (516) 571-9604	Phone: (516) 571-9610	Phone: 518-486-9569

Document Prepared By:

Brian Schneider, Assistant to Deputy Commissioner

Date: 6/1/2015

EDWARD P. MANGANO
County Executive



CARNELL T. FOSKEY
County Attorney

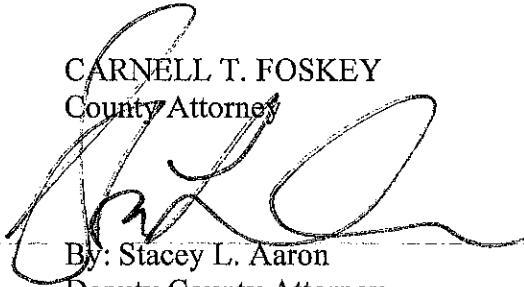
**County of Nassau
Inter-Departmental Memo**

To: Clerk of the County Legislature
From: County Attorney
Date: June 25, 2015
Subject: RESOLUTION ORIG. DEPT - Office of Management and Budget

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE IN RELATION TO THE LOCAL WATERFRONT REVITALIZATION PROGRAM FOR THE ADVANCEMENT OF THE 2006 ENVIRONMENTAL BOND ACT PROJECT AND SOUTH SHORE BLUEWAY TRAIL PROJECT WITHIN NASSAU COUNTY.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon their calendar.

CARNELL T. FOSKEY
County Attorney


By: Stacey L. Aaron
Deputy County Attorney
Appeals and Opinions Bureau

Attachments

RESOLUTION NO. - 2015

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE IN RELATION TO THE LOCAL WATERFRONT REVITALIZATION PROGRAM FOR THE ADVANCEMENT OF THE 2006 ENVIRONMENTAL BOND ACT PROJECT AND SOUTH SHORE BLUEWAY TRAIL PROJECT WITHIN NASSAU COUNTY.

APPROVED AS TO FORM

Deputy County Attorney

2015-09-20

2015-09-20

WHEREAS, Nassau County ("County"), through its Department of Public Works, is interested in receiving and administering grant funds from the New York State Department of State ("NYSDOS") to implement and enhance portions of the Local Waterfront Revitalization Program, which addresses the desire of the County to construct kayak and other non-motorized boat launches at seven (7) County Park locations along the south shore of the County in support of the 2006 Environmental Bond Act Project named the South Shore Blueway Trail Project ("Project"); and

WHEREAS, the County is eligible to receive \$240,000 in NYSDOS grant funds to support this Project; and

WHEREAS, the NYSDOS requires the County to contribute a fifty percent (50%) match of no more than \$240,000 in order to receive funding for the Project; now, therefore, be it

RESOLVED, that the County is authorized to apply for, receive, and administer NYSDOS grant funds to support this Project; and be it further

RESOLVED, that the County Executive may execute any grant agreement and other documentation necessary to effectuate the purposes of this grant.

CHECKLIST FOR NEW CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract, and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any corrections to any part of the contract, please indicate so in your cover letter to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (contractor (recipient) Name & Address, Federal Tax ID number, Vendor ID number and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the contract funding amount is correct. Also, verify that the contract period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 6 of Attachment A-1, verify that the contact information of the CEO is complete and correct.
- Review the budget in Attachment B-1 to confirm that the costs and local share anticipated for this project are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the recipient; E. Contractual is for contractors procured directly by the recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Review the project description and work program tasks in Attachment C to confirm that the project is accurately reflected.

Once the entire contract has been reviewed and approved, please print the contract single-sided. The person authorized to execute this contract should sign each of the three signature pages in blue ink and have them notarized. These pages must be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Proof of Expenditure Requirements

This form outlines acceptable documents to be maintained and submitted to support each expense incurred (for both state share and local share). Please review the form and contact us if you have any questions about what is required. Your signature of this form indicates your understanding of the requirements and your agreement to comply.

Contract Administration Update Form (CAUF)

Complete the CAUF form to indicate the name and address of the recipient and the contact information for the CEO. You may also enter the name and contact info for up to (2) other people who should receive contract-related correspondence from DOS.

- Make sure that the official mailing address of the recipient is correct and complete.
- CEO - The information provided must be for the CEO - this cannot be changed (except in the case of NYC, this person will usually be the City Department's Commissioner or Deputy Commissioner). Verify/correct/provide the name, title, email and phone number of the CEO. Make sure all fields are complete.
- Contact person #1 and #2 - confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the name, title, affiliation, email and phone number of each of the contacts. Additional contacts cannot be added as our database can only hold information for (2) contacts. Make sure all fields are complete.
- Note that each email address must be unique, for example, do not enter the same email address for the Mayor and the City Clerk.
- Below the table, enter the name and title of the individuals who are authorized to sign future amendments and/or payment requests on behalf of the contract recipient. These individuals must be official employees of the recipient - no exceptions. If this section is not completed, we will only accept future amendments and payment requests that are signed by the CEO. It is strongly recommended that you complete this section listing an alternate signatory in the event that the CEO is not available for signature.
- Form should be signed by the CEO listed in the CEO field.

MWBE Forms A, B and D

Complete MWBE Forms A (EEO Policy Statement), B (Staffing Plan) and D (MWBE Utilization Plan) for your agency. These forms are required to be submitted for this contract (preferably before entering into any subcontracts). We cannot execute the contract unless the MWBE forms are completed and included with your contract package. Please be advised that the MWBE goal for this contract is 20% for any goods and/or services procured (10% MBE and 10% WBE).

Form A (EEO Policy Statement) – This form should be completed to show your agreement to enact the state's EEO policy for the purpose of this contract. Note that if the recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are three blank lines. Fill in the CEO name, the CEO title, and the contract recipient.
- Complete the certification at the bottom of the page.
- MWBE goals – fill in 10% for MBE and 10% for WBE. EEO goals – enter your agency's current EEO goal.
- The authorized representative can be the CEO or another employee who is authorized to certify this form.

Form B (Staffing Plan) – This form is to be filled out by the Recipient to show the characteristics of the individuals who are anticipated to be working on the project in any capacity.

- For solicitation number, enter the contract number shown on the face page of the DOS contract.
- Leave reporting entity blank.
- For offeror's name and address, enter the name and address as indicated on the face page of the DOS contract.
- Check whether this is work force utilized for this project, or total work force. Either one is OK.
- Check "offeror".
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.
- If you have hired a subcontractor already, the subcontractor should fill out this form too. They can fill it out the same way as outlined above, except enter their company name for reporting entity, and check subcontractor.

Form D (MWBE Utilization Plan) – This form is to be filled out by the Recipient to indicate specific state-certified MWBE firms who you anticipate including on your list of RFP recipients.

- For offeror's name and address, enter the name and address shown on the face page of the DOS contract.
- Include the telephone number and the location of the work to be performed (the name of the municipality is fine).
- Enter your federal tax ID number and the contract number shown on the face page of the DOS contract.
- In the table, enter the names of specific state-certified MWBE firms who you anticipate including on your list of RFP recipients. Check whether they are MBE and/or WBE and include a description of work and estimated dollar value. You can leave the federal tax ID number fields blank. If you want to include more than 2 MWBE firms, you can attach a separate list. You can view the NYS MWBE directory at: <http://www.esd.ny.gov/mwbe.html>.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. Please go to the <http://www.grantsreform.ny.gov/grantees> to complete the registration or prequalification process and/or verify your status. If you have questions about the grants gateway, please contact them at grantsreform@budget.ny.gov.

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances only:

- If the contract recipient listed on the face page is a Not-for-Profit, that NFP must complete the VRQ.
- If the contract recipient (NFP or municipality) has any known vendors who will receive at least \$100,000 under this contract, the vendor(s) must complete the VRQ.

To complete the VRQ, please visit http://www.osc.state.ny.us/vendrep/vendor_index.htm for instructions or go directly to VendRep <https://portal.osc.state.ny.us>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at ciohelpdesk@osc.state.ny.us or (866) 370-4672.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Authorizing Resolutions

~~The KLA requires recipients to submit all necessary municipal resolutions and certifications prior to entering into a state contract. As such, these documents must be included in your contract package submission.~~

Cover Letter to DOS

Prepare a cover letter to transmit your contract package to DOS. This letter should include, at minimum:

- Name and contact information of the person to contact if we have any questions or need additional information.
- Description of any work that has been undertaken so far (including match) and the dates that this work was undertaken. If work has not yet begun (including match), please state that in the letter.
- Name, address and federal tax ID number, for any known vendors who will receive funds under this contract. The amount that each vendor will receive and an explanation of the work to be undertaken by the vendor should also be indicated. If there are no known vendors, please state that in the letter.

Submitting Contract Package for Execution

Once everything is reviewed and signed, assemble your contract package in the following order:

- Cover letter to DOS.
- Checklist for New Contracts document.
- Acceptable Proof of Expenditures document.
- Contract Administration Update Form.
- MWBE Forms A, B and D.
- A printout of the completed Vendor Responsibility Questionnaire(s) (if required, see above).
- Proof of Workers' Compensation and Disability Coverage of the recipient (if required, see above).
- Proof of Workers' Compensation and Disability Coverage of known vendors (if required, see above).
- ~~Copy of any authorizing municipal resolutions or certifications~~
- All three original signature pages.
- One copy of the entire contract single-sided.

Make a copy of the entire contract package for your records/project file before submitting the originals.

Submit the original contract package within 30 days to the following address for processing:

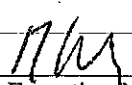
Laurissa Garcia
Contract Management Specialist
NYS Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be emailed to you.

In the meantime, if you would like to check on the execution status of a contract beginning with the letter "C", please visit: <http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Agency/Authority & Vendor, select 'State, Department of' from the dropdown, and enter just the municipality name in the Vendor Name box, then click 'contains' and then 'search'. (For example if the City of Albany, just enter Albany). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it will not be listed on this website - please contact us directly for updates.

If you have any questions, please contact Laurissa Garcia at (518) 486-9540 or Tara Riley at (518) 486-9569. We can also be reached by email at opdcontracts@dos.ny.gov.

Please sign this form to confirm that you have read and addressed all of the above:



County Executive, Nassau County

5/22/15

Date

ACCEPTABLE PROOF OF EXPENDITURES

Please review the following list of acceptable records which should be submitted to DOS to show proof of contract related expenditures (including costs associated with local match). In addition to submitting appropriate supporting documentation with your payment requests, you are also required to retain all the supporting documentation pertaining to your contract for a period of at least six years following the final contract payment.

Please be advised that processing of payment requests which lack sufficient supporting documentation will be delayed until sufficient documentation has been received by the Department.

When submitting supporting documentation, the following guidelines should be followed:

- Documents should be saved electronically on a standard CD, a standard DVD, or a USB memory stick (*please do not submit physical copies of supporting documentation*).
- Scan or save each supporting document as a separate Adobe® Acrobat® Portable Document Format (PDF) file using at least 300 dpi scanning resolution. Please ensure that documents are text-searchable when possible.
- PDF documents should be well-organized, with appropriate short file names that identify the corresponding expense in the payment request.
- The payment request forms still need to be submitted in hard copy with original signatures. The CD, DVD or memory stick should be attached to the payment request forms.

Salaries - Acceptable records include a certified payroll signed by an authorized representative of the grantee and associated timesheets for each individual working on the contract. Time sheets should include the following information: the name and title of the individual, specific dates and the number of hours worked on the project for each date. At the bottom of each timesheet, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined (including fringe rate and amount, if applicable). A description of the work undertaken by the individual should be attached to each timesheet.

Travel - Acceptable records include travel expense documentation for each trip, including the name and title of the traveler, the dates and purpose of the trip, the origin and destination, method of travel, and an explanation of the expense types and amounts (lodging, meals, transportation, etc.). If applicable, copies of expense reports and/or mileage logs, as well as receipts for each cost should also be submitted. Note that travel rates used should be in compliance with your organization's approved rates, but cannot exceed approved New York State rates.

Supplies - Acceptable records include vendor invoices and/or receipts, and shipping/receiving documentation.

Equipment - Acceptable records include vendor invoices, and/or receipts, shipping/receiving documentation, and the make/model of equipment, including serial numbers.

Contractual - Acceptable records include copies of invoices. Invoices should be detailed and correspond directly to work program tasks, including the dates of service and the name and title of each person providing services. If the consultant/subcontractor further subcontracts any part of the work, a copy of those invoices should be included as well.

We may also request any or all of the following: executed subcontracts, procurement certification, licenses/certifications/credentials, evidence of deliverables provided, documentation of hours worked for the contract (certified payrolls and/or copies of timesheets), and records documenting travel, supplies, equipment, or any other costs incurred by the subcontractor.

Please note that subcontracts remain subject to prior DOS approval.

Other – For actual costs incurred (equipment rental, public notices, professional copying, registration fees, etc.), acceptable records include: copies of invoices and/or receipts.

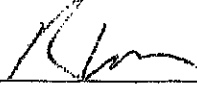
For the value of volunteer services, acceptable records include certified time logs, including the hourly rate, justification of how the hourly rate was determined and the specific dates and number of hours worked on the project for each date. At the bottom of each time log, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined. A description of the work undertaken by the individual should be attached to each time log.

For the value of donated professional services, acceptable records include: a certified time log for each person, including the name and title of the individual, the hourly rate, justification of how the hourly rate was determined and the specific dates and number of hours worked on the project for each date. At the bottom of each time log, the total hours worked for the period should be indicated, as well as a formula to show how the total amount was determined. A description of the work undertaken by the individual should be attached to each time log.

For the value of equipment usage, acceptable records include: certified time logs including the make and model of each piece of equipment, the hourly rate, justification of how the hourly rate was determined, the specific dates and number of hours each piece of equipment was used on the project for each date, and a brief description of what the piece of equipment was used for. At the bottom of each time log, the total hours used for the period should be indicated, as well as a formula to show how the total amount was determined.

This list is not intended to be exhaustive; please contact your grant manager or Vincent Sculco at Vincent.Sculco@dos.ny.gov or 518-474-6000 should you require any clarification or additional information.

Please sign this form to confirm that you understand the proof of expenditure requirements and agree to submit the appropriate supporting documentation, as outlined above:



County Executive, Nassau County

5/22/15

Date

CONTRACT ADMINISTRATION UPDATE FORM

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

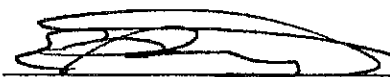
Changes/Additions/Corrections

Official mailing address (including City, State and Zip) of the Nassau County	County of Nassau 1550 Franklin Avenue Mineola, NY 11501	
County Executive of the Nassau County	Name: Edward P. Mangano Title: County Executive Email: emangano@nassaucountyny.gov Phone: 516-571-3131	
Contact Person #1	Name: Brian Schneider Title: Assistant to Deputy Commissioner Affiliation: Nassau County Email: Phone:	BSCHNEIDER@NASSAUCOUNTYNY.GOV (516)571-9610
Contact Person #2	Name: Andrea Pereira Title: Engineer Affiliation: Email: Phone:	LHO ENGINEERS APEREIRA@NASSAUCOUNTYNY.GOV (516)571-9673

Please list up to (3) individuals who are authorized to execute amendments and/or sign payment requests for this project. If this section is not completed, we will only be able to accept amendment forms and payment request forms signed by the County Executive.

		Authorized for:	
Name:	Title:	Amendments?	Payments?
<u>RICHARD R. WALKER</u>	<u>CHIEF DEPUTY COUNTY EXEC</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name:	Title:	Amendments?	Payments?
<u>SHILA SHAH-GAVNODAS</u>	<u>COMMISSIONER OF PUBLIC WORKS</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name:	Title:	Amendments?	Payments?
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Signature of the County Executive:



Date:

June 1, 2015

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES - EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

** SEE ATTACH EEO POLICY **

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 20% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises.

In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint; to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FORM B

STAFFING PLAN

Submit with Bid or Proposal - Instructions on page 2

Solicitation No.: C1000536	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input checked="" type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name: NASSAU COUNTY		<input checked="" type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
Offeror's Address: NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501		Subcontractor's name: _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Veteran	
	Total	Total	White	Black	Hispanic	Asian	Native American	Disabled		
	Work Force	Male (M)	(M)	(M)	(M)	(M)	(M)	(M)	(M)	(F)
Officials/Administrators	2	2	2							
Professionals	3	2	2	1						
Technicians										
Sales Workers										
Office/Clerical	1	1	1							
Craft Workers	2	2	2							
Laborers	3	3	1	1	1					
Service Workers										
Temporary /Apprentices	2	1	1	1						
Totals	13	10	8	2	2	1				

PREPARED BY (Signature): <i>Brian Schneider</i>	TELEPHONE NO.: _____	DATE: 5/22/15
NAME AND TITLE OF PREPARED (Print or Type): BRIAN SCHNEIDER - ASSISTANT TO DEPUTY COMMISSIONER	EMAIL ADDRESS: (516) 571-9610	Submit completed with bid or proposal

FORM D MWBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: **NASSAU COUNTY**
 Address: **1550 FRANKLIN AVENUE**
 City, State, Zip Code: **MINNEOLA, NEW YORK 11501**
 Telephone No.: **(516) 571-9610**
 Region/Location of Work: **SOUTHERN NASSAU COUNTY**

Federal Identification No.: **11-6000463**
 Project/Contract No.: **C1000536**

MWBE Goals in the Contract: MBE 10% WBE 10%

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and Intended performance dates of each component of the contract
A. SEE ATTACHED SHEETS FOR VENDORS REGISTERED AS MWBE IN NASSAU COUNTY	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): *Dawn J. Salmeron*
 DATE: **5/22/15**

NAME AND TITLE OF PREPARER (Print or Type): **BRIAN J. SCHNEIDER, ASST. TO DEP. COMM. CLERK**
 SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.: **(516) 571-9610**
 EMAIL ADDRESS: **BJSCHNEIDER@NASSAUCOUNTY-524**

REVIEWED BY: _____
 DATE: _____

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO
 Contract No.: _____
 Project No. (if applicable): _____

Contract Award Date: _____
 Estimated Date of Completion: _____
 Amount Obligated Under the Contract: _____
 Description of Work: _____
 NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO
 NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO

NOTE FROM DOS OPD TO DOS MWBE OFFICE: The MWBE firms listed on this form have not necessarily been contracted with. The firms have been identified by the contractor as MWBE firms that they expect to reach out to with an RFP for contract-related services.

NAUASU COUNTY CERTIFIED MWBE'S: CONSTRUCTION AS OF March 2024

Company Name	Contract Classification	Description	Type	First Name	Last Name	Address	City	State	Zip Code	Phone Number	Alt Number	E-mail
A & A Industries LLC	Construction/Professional Services	Peg Poles/Barnes/Mat Transportation/Signs/ Miscellaneous Professional Services	MBE	Mr.	Almas	1907 715 Plaza	Queens Village	NY		31477317-373-9112		almas@almail.com
Asher Plumbing & Heating Inc.	Construction	Construction Services/Building Maintenance and Repair/Plumbing and Installation	MBE	Mr.	Yean	20 Hempstead Turnpike	West Hempstead	NY		11592-516-451-3788	516-539-7298	ashersubmitting@me.com
Atmore Association Corp	Construction	Construction	MBE	Mr.	Robert	60 A Corbin Avenue	Bayshore	NY		12796-533-859-1330	651-382-1328	robert@atmoreassociation.com
ACS Systems Associates, Inc	Construction	Construction	MBE	Mr.	Alfred	140 West Lincoln Avenue	Inc. Vernon	NY		10550-514-965-5800	514-864-8772	alfred@acs.net
Aquasol Pest Management Services Inc	Construction	Building Maintenance and Repair/Roadside/Recreational & Park Area Services	MBE	Ms.	Jennifer	79-07 Myrtle Avenue	Glenale	NY		11365-516-834-7010	718-417-5720	jennifer@aquasolpestmanagement.com
Arque Communications, Inc.	Construction/Professional Services	Automotive Vehicles & Transportation Equipment/Reconditioning & Repair Services	MWBE	Ms.	Gail	34 Grand Street, Unit #2	Danbury	CT		6810-514-894-7475	203-426-5766	gail@arquecommunications.com
Art green recycling	Construction	Building Construction/Repair/Maintenance and Residential Building	MWBE	Ms.	Lynette	44 W Centerfield Avenue	Roseton	NY		11575-515-425-2235	516-442-0043	lgreen@artgreenrecycling.com
Atlas Metal & Marble	Construction	Construction Services	MBE	Ms.	Lina	7 Beethoven Court	Stony Brook	NY		11790-212-629-4039	651-489-1114	lina@atlasmetal.com
Avril Ironworks, Inc.	Construction	Metals, Iron, Steel & Structural Shapes etc.	MBE	Mr.	William	60 Hawthorne Road	Elmont	NY		11003-516-852-1971	516-437-8390	william@avrilironworks.com
Aze Industries, Inc.	Construction	Site Construction	MBE	Ms.	Mitra	43 Jerson Street	West Babylon	NY		11704	718-423-7648	mitra@azeindustries.com
ATG Contracting Corp.	Construction	Construction Services/Building Maintenance, Repair, Architectural Tile & Supplies	MBE	Ms.	Annette	922-74th Street	Brooklyn	NY		11278-718-255-1790	718-255-1790	anette@atgcontracting.com
Autumn Electric Inc	Construction/Professional Services	Building Maintenance and Repair Services	MBE	Ms.	Veronica	241 Federal Circle	Jamaica	NY		11430-718-371-0585		veronica@autumnelectric.com
Baymont Construction Corp.	Construction	General Tile/Floors & Stone Products	MBE	Mr.	Richard	2837 Synamore Avenue	Babylon	NY		11716-583-963-4900	631-583-1764	richard@baymont.com
Baze Construction Services, Inc.	Construction	Construction Services	MBE	Ms.	Carlyn	380 Woodrow Glen Road	Northport	NY		11768-571-252-2086		carlyn@bazeconstruction.com
Brothers Const. & Landscaping Inc.	Construction	Construction	MBE	Mr.	Walter	174 Ticks Street	Westbury	NY		11590-516-334-8944	516-897-1736	walter@brothersconst.com
Bryen's Quality Plus LLC	Construction	Construction Services/General Building/Road & Highway Infrastructure	MWBE	Ms.	Rosanna	P.O. Box 588	Massapequa	NY		11796-516-765-2778	516-400-1005	rosanna@bryensqualityplus.com
Bulfinch-Hill Construction Corp.	Construction	Building Construction Services	MBE	Mr.	Chin	1882 Park Avenue	New York	NY		10025-212-674-9900	212-876-5893	chin@bulfinchhill.com
Car Contracting, Inc.	Construction	Construction Services	MBE	Ms.	Carleen	137 Arthur Street	Garden City	NY		11530-516-739-1407	516-739-1407	carleen@carcontracting.com
CD James Electric, Inc.	Construction/Professional Services	Electrical/Construction Services & General Equipment Services	MWBE	Mr.	Chris	188 Roodenden Drive	Westbury	NY		11590-347-538-7248	516-640-4330	chris@cdjameselectric.com
Chris Leigh Contracting Inc.	Construction	General Construction	MBE	Ms.	Christina	283 Duane Lane	East Patchogue	NY		11773-631-283-1412	631-283-1421	christina@chrisleigh.com
CIMC Associates, LLC	Construction	Building Construction, General Maintenance & Construction Svcs.	MWBE	Ms.	Cystal	1048 Route 109, Suite 106	Unionhurst	NY		11791-531-485-4111	631-485-4113	cystal@cimcassociates.com
Clid Projects Development	Construction	Construction	MBE	Mr.	Francisco	186-12 Charles Court	Springfield Gardens	NY		11411-517-467-1825	947-548-4054	francisco@clid.com
CMA Sheehy, Inc.	Construction/Professional Services	Beauty Equipment, Supplies/Furniture/Building Maintenance and Repair Services	MBE	Ms.	Carlyn	226 Melrose Street	Seyville	NY		21782-631-750-9600	631-750-9401	carlyn@cmasheehy.com
D. PAUL MOORE IMPROVEMENT INC.	Construction	Building Construction/Repair/Maintenance and Residential Building	MBE	Mr.	DENNIS	184 L. WOODSIDE AVE	FREEPORT	NY		11550-516-867-4035		DENNIS@PAULMOORE.COM
D.B.E. Elect. Corp.	Construction	Electrical/Mechanical/Construction	MBE	Mr.	Jack	989 Rockaway Avenue	Valley Stream	NY		11581-516-825-7878	516-825-7979	jack@dbelect.com
DemVite Contracting, Inc.	Construction	Public Works	MBE	Ms.	Francine	16 Ton Court	Commack	NY		11731-631-643-4837	631-643-4814	francine@demvite.com
United Concrete, Inc.	Construction	Concrete Construction	MBE	Mr.	Nelson	2580 Pond Road	Brooklyn	NY		11229-631-584-1404	631-584-1488	nelson@unitedconcrete.com
E.E.A. Restoration, Inc.	Construction	General Construction	MBE	Ms.	Solomon	40 Willis Avenue	Syoset	NY		11791-516-921-7030	516-921-4289	solomon@e.e.a.com
Eastern Railroad Consultants Inc D/B/A EEC Consulting	Construction/Professional Services	Construction Consulting/Communications and Media Services	MWBE	Mr.	William	289 Lincoln Avenue, Suite 304	Brook	NY		11466-718-401-7300	718-401-7301	william@eecconsulting.com
Elite Construction Company of NY	Construction	Heavy Construction/Building Maintenance/Consulting & Engineering Services	MBE	Mr.	Michael	1225 Franklin Ave. Suite 325	Staten City	NY		11530-516-512-8893	516-879-8881	michael@eliteconstruction.com

Everest Development LLC	Construction	Construction	MBE	Mr.	Everard	Campbell	220-27 Hempstead Avenue	Queens Village	NY	11428 817-668-0278		everestdevelopmentllc@gmail.com
Relax's Custom Masonry & Carpentry	Construction	Construction	MBE	Mr.	Paulo	Coladinos	135 Clinton Street, Suite 43	Hempstead	NY	11550 516-565-2293	516-565-2284	relaxsmasonry@gmail.com
Palcos Engineering Systems, LLC	Construction	Construction/Offsite Protection Equipment Supplies/Building Maintenance & Repair Services	MBE	Mr.	Oswald	Grant	685 East 132nd Street	Bronx	NY	30484 718-421-3772	718-421-3028	palcosengineering.com
Fresh Construction Co., Inc.	Construction	Construction	MBE	Ms.	Maurer	Hitch	2 Railroad Avenue	East Northport	NY	11731 631-759-5702	631-757-1151	freshconstructionco.com
G.M. Insulation Corp.	Construction	Construction	MBE	Ms.	Isabel	Major	1343 Trosser Avenue	Elmhurst	NY	11003 516-354-6000	516-354-6001	gminsulation.com
Genwatts Services, Inc.	Construction	Construction	MBE	Mr.	George	Varuguese	210 East High Street	Bound Brook	NJ	8806 732-568-9000	732-568-9012	genwatts.com
Gold Star Electrical Inc.	Construction	Construction	MBE	Mr.	John	Williams	59-25 57th Street	Hempstead	NY	11378 718-962-7827		goldstarelectrical.com
Grid Restoration Corp	Construction	Construction	MBE	Ms.	Ujela	Reichart	179 Princess Street	Jerseyville	NY	11809 516-360-5199	516-368-1248	gridrestoration.com
Harbor Welding and Fabrication Corp	Construction	Construction	MBE	Mr.	Dean	Lafont	208 South Fair View	Bay Shore	NY	11706 631-657-1980	631-642-2441	harborwelding.com
Harcum Construction Inc.	Construction	Construction	MBE	Mr.	Atiq	Rehman	1438 Herdickson Street	Brooklyn	NY	11234 917-445-1381	718-332-8882	harcum.com
Hill Scaffolding & Contracting Corp.	Construction	Construction	MBE	Ms.	Mansueti	Smith	80-38 2504 Street	Bellerose	NY	11428 718-962-3400	516-962-2500	hillscaffolding.com
Heard Engineering & Land Surveying, P.C.	Construction & Professional Services	Engineering/Architectural/Consulting & General Construction Services	MBE	Mr.	Jim	Hiami	30 Jedicia Executive Plaza Suite 200 C	Larchmont	NY	11753 914-345-1010	516-268-2028	heardengineering.com
International Abrasive Removal	Construction	Construction	MBE	Ms.	Karen	Grands	69-08 Woodside Avenue	Woodside	NY	11377 718-335-0204	718-433-3538	internationalabrasiveremoval.com
J.E.L. Construction & Maintenance	Construction	Construction	MBE	Mr.	Dele	Lentfer	76 N Broadway, Suite 300	Jerseyville	NY	11809 516-922-3777	516-922-3888	jelconstruction.com
JCM Business Solutions LLC	Construction	Construction	MBE	Ms.	Ludith	Chen	2250 Washington Ave Suite 200	Suffolk	NY	11783 516-426-0666		jcmbsolutions.com
Job Opportunities For Veterans, Inc.	Construction	Construction	MBE	Ms.	Maria	Mirand	388 Union Avenue	Westbury	NY	11590 516-330-4424	516-330-0847	jobopportunitiesforveterans.com
JCL Logistics Limited Liability Company DBA JCLC Engineering	Construction	Construction	MBE	Ms.	Aura	Haynal	883 Macgregor Way	Hamilton Township	NJ	8036 609-896-1343	609-890-4349	jcllogistics.com
K&L Construction Corp.	Construction	Construction	MBE	Ms.	Greta	Protop	64-03 Woodside Avenue	Woodside	NY	11377 718-335-3872	212-480-5082	kandlconstruction.com
KAVCO Group Inc.	Construction/ Goods & Services	Construction/ Goods & Services	MBE	Ms.	Kimberly	Orlison	805 Albin Avenue, Suite C	Lindenhurst	NY	11757 687-482-8999	687-487-1000	kavcogroup.com
LOI Design Development Inc.	Construction/ Professional Services	Construction/ Professional Services	MBE	Ms.	Alycia	Jackson	235-5th Avenue, Apt. 34	New York	NY	10037 646-246-4203		loi-design.com
M.E.A.L.C. Investigative Services, Inc.	Construction	Construction	MBE	Mr.	Joey	Rodriguez	211 Warren Street, Suite 218	Newark	NJ	7109 973-489-9899	973-488-3885	mealcinvestigative.com
Mid General Construction Resources	Construction	Construction	MBE	Ms.	Lorraine	Martin	150 Garrison Lane	Singapore	NY	11258 516-606-4913	516-708-8778	midgeneralconstruction.com
Missionary Business Interiors, Inc.	Construction	Construction	MBE	Mr.	Edward	Campbell	48 West 27th Street, 8th floor	New York	NY	10018 212-376-4400	212-376-6240	missionarybusinessinteriors.com
Maximum Construction Corp.	Construction	Construction	MBE	Mr.	Michael	Malabier	2 Bank Avenue	Orange Lake	NY	11722 631-882-2155	631-882-2155	maximumconstruction.com
MARK Electrical Construction Corp.	Construction	Construction	MBE	Ms.	Diana	Marfiner	31 Bay Street	Brooklyn	NY	11231 800-289-4208	516-885-3139	mark-electrical.com
NEW YORK PRO MANAGEMENT, INC.	Construction/ Goods & Services	Construction/ Goods & Services	MBE	Mr.	Wilbert	Adkinson	70 DECATUR STREET	ROCKEVELL	NY	11374 516-482-8630		newyorkpro.com
NOBLE STRATEGY INC.	Construction/Service	Construction/Service	MBE	Mr.	William	Farrish	2801 Frederick Douglas Blvd	New York	NY	10060 212-697-4370	212-690-4370	noblestrategy.com
Nord Shore Maintenance, Inc.	Construction	Construction	MBE	Ms.	Maggie	Theriot	1657 Cedar Swamp Road	Brookville	NY	11558 516-795-2155	516-671-3885	nordshoremaintenance.com
Novo Consulting & Engineering LLC	Construction/Professional Services	Construction/Professional Services	MBE	Ms.	Maria	Molina	1228 Franklin Ave, Suite 315	Garden City	NY	21348 516-492-3400	213-279-6688	noviconsulting.com
Ortega Group	Construction	Construction	MBE	Mr.	Mark	Ortega	17 South MacDougal Parkway	Mount Vernon	NY	10550 914-666-1000	914-658-1002	ortegagroup.com
Our County Construction Corp.	Construction	Construction	MBE	Mr.	Gregory	Plano	2229 Pine Avenue	Rockledge	NY	11779 631-386-4281	631-585-8333	ourcountyconstruction.com
PERE RECONSTRUCTION, INC.	Construction	Construction	MBE	Mr.	Wilma	Powell	58 Oak Street	Freeport	NY	11562 516-644-9711	516-652-5287	perereconstruction.com
Peella Construction Services, Inc.	Construction	Construction	MBE	Mr.	Sergiu	Padilla	289 Main Street	Westbury	NY	11590 516-336-6848	516-336-6820	peellaconstruction.com

Paylock Rep Inc d/b/a PR	Construction	Equipment/Reconditioning & Repair Services/Public Works Related Services	WBE	Ms.	Dawn	Mesa	945 Merrick Road	Sydney	NY	11505 515-613-4988	888-828-4154	paylockrep.com
Petco Insulation Mechanical LLC	Construction	Construction Services/Building Materials/Supplier & Accessories Etc	WBE	Ms.	Christina Nelson	Nelson	84 Sweet Drive	Massapequa	NY	11758 516-798-6806	516-798-1884	petcoinsulationmechanical.com
Pfd Services Corp	Construction/Good & Services	Air Conditioning, Heating & Ventilating Equipment, Parts, Accessories/Plumbing Equipment & Supplies	WBE	Mr.	Kuma	Sindal	322 Cedar Street	Uniondale	NY	11550 516-413-8819		pfdservicescorp.com
PRGAN Builders, Inc.	Construction	Builder's Supplies/Floor Covering, Inc. & Remodeling/Maintenance and Construction Services	WBE	Mr.	Mark	Cholis	12 Deteroads Street	New York	NY	10010 212-416-6902	212-216-7252	prganbuilders.com
Project Management Technologies, Inc.	Construction	Construction Mgmt./Eng. Serv.	WBE	Ms.	Carla	Shupile	802 New Jersey Avenue	Riverside	RI	00705 866-461-5063	866-461-5066	projectmanagementtechnologies.com
Promo Property Management, Inc.	Professional/Construction Services	Building Maintenance & Repair Services/Management/Maintenance Services	WBE	Ms.	Helen	Young	4640 Merrick Road	Massapequa Park	NY	11758 516-455-5581	516-455-5581	promopropertymanagement.com
R & B Services Inc	Construction	Removal/Heavy Drilling & Airport Highway Construction Services	WBE	Mr.	Ragland	Brigance	1107-78 134th Street	South Ozone Park	NY	11420 516-912-8690	516-912-8888	rb-services.com
R.V. Enterprises Inc.	Construction	Building Construction Services, Engineering & Construction Consulting Svcs.	WBE	Mr.	Rishi	Shah	P.O. Box 40044	Glenview	NY	11004 718-766-7190	718-766-4435	rv-enterprises.com
Riggs Construction Company Inc.	Construction	Building Construction Services/Construction Services/Trade	WBE	Mr.	Midland	DeRiggs	2223 Washington Avenue	Brooklyn	NY	11205 718-938-4423	718-938-4424	riggsconstruction.com
Riser Environmental Services Corp.	Construction	Construction	WBE	Ms.	Kelly	Rizzo	P.O. Box 282	Hawick	NY	11551 516-791-9000	516-922-9929	riserenv.com
Robinson, Inc.	Construction	Construction	WBE	Ms.	Uma	McLaughlin	36 Broadmoor Lane	Westbury	NY	11590 516-338-7604	516-338-7604	robinsoninc.com
Rude Enterprises, Inc.	Construction	General Construction Services	WBE	Mr.	Hargett	Staple	3557 Tidal Court	N. Merrick	NY	11565 516-564-4382	516-565-5356	rudeenterprises.com
Savin Engineers, P.C.	Construction	Building and Structural/General Construction Services	WBE	Mr.	Nerenga	Srinivasaragavan	3 Campus Drive	Plainsville	NY	10978 814-785-3200	814-742-6886	savinengineers.com
SC Engineering, P.C.	Construction	Architectural/Engineering/Construction Services	WBE	Ms.	Shahid	Jabali	241 West 20th Street, 5th Floor	New York	NY	10011 212-229-4100	212-229-4100	sc-engineering.com
Shore Engineering P.C.	Construction/Professional Services	Architectural/Consulting and Engineering Services	WBE	Ms.	Mulhern	Shah	80 Madison Lane, Suite 502	New York	NY	10010 212-385-8100	212-385-8071	shoreengineering.com
Simon S.C. Clean Air Inc	Construction	Building Maintenance/Repair Services/Interior/Exterior Services	WBE	Mr.	Samuel	Simon	577 Sheffield Avenue	Brooklyn	NY	11207 646-558-3757	646-206-4777	simonscc.com
Sky Satellite Corp.	Construction/Professional Services	Air Compressors & Accessories/Industrial Equipment/Supplies & Maintenance	WBE	Mr.	Marco	Casella	77 N Broadway	Hempstead	NY	11501 516-938-4252	516-799-0826	sky-satellite.com
Skyline Development Corp	Construction	Building Construction Services	WBE	Mr.	Young	Sik Chung	22-45 124th Street, 2nd Floor	College Point	NY	11356 718-463-4790	718-463-4790	skylinecorp.com
Smart Heating & Cooling Systems Inc.	Construction	Heating/Cooling Construction Services/Equipment Maintenance & Mechanical	WBE	Ms.	Nazare	Smart	341 West John Street	Jackson	NY	11801 516-433-4043	516-433-4044	smartheating.com
South Atlantic Services	Construction	Construction	WBE	Ms.	Uma	Allen	345 Oak Spring Road	Syosset	NY	11790 516-912-0805	516-912-0801	southatlanticservices.com
Sunrise Seaford and Asphalt Maintenance	Construction/Professional Services	Computer Services/Airport/Construction & Records Management Services	WBE	Ms.	Rachel	Johnson	383 Church Lane	Jewett	NY	11001 631-294-3206		sunrise-seaford.com
SUNNY CLEANING SERVICES INC	Construction/Professional Services	Building Maintenance/Repair Services/Industrial/Commercial Services	WBE	Mr.	Suzanne	Pearle	At Cherry Ln	Hempstead	NY	11501 917-575-6800		sunnycleaning.com
Talman Enterprises Inc	Construction/Professional Services	Building Construction/Repair/Maintenance and Residential Building	WBE	Mr.	Michael	McMahon	70 Provost Street	Brooklyn	NY	11222 718-343-4877	718-349-6547	talmanenterprises.com
TRAMER, Inc.	Construction	Air Conditioning/Supplies/Refrigeration Equipment/Accessories	WBE	Mr.	Bill	Feroq	724 Anderson Avenue	Franklin Square	NY	11010 516-958-0295	516-888-0444	tramerinc.com
TRO Structures, Inc.	Construction	Construction Services/Buildings/Equipment Supplies & Maintenance	WBE	Ms.	Adeline	Barton	40-18 Bell Boulevard	Bayville	NY	11703 718-224-0070	718-224-0080	trostructures.com
Two-Once Thrust Mfg. Corp.	Construction	Road Highway Building Materials/Trucks/Tractors	WBE	Ms.	Uma	Swada	100-25 Liberty Avenue	Jamaica	NY	11433 718-457-0380	718-739-3383	two-once.com
The McColl Group, LLC	Construction	Construction Management	WBE	Mr.	Robert	McCloud	72 Hudson Street, Suite 205	Hoboken	NJ	70301 201-222-7769	201-222-3461	themccollgroup.com
TIO Industries, Inc.	Construction	Construction Services/Industrial/Airport Railway/Communication Equipment	WBE	Mr.	Michael	Alvahi	8 Tree Lane	Riverhead	NY	11791 631-284-3819	631-284-3815	tioindustries.com
TNT Interiors Inc.	Construction	Construction	WBE	Ms.	Dawn	Felbour	213-19 9th Avenue	Queens Village	NY	11359 516-905-8100	718-485-7718	tntinteriors.com
Tower Maintenance Corp.	Construction	Construction	WBE	Ms.	Elizabeth	Whitopoulos	458 Glen Cove Avenue	Sea Cliff	NY	11579 516-905-8100	916-427-5073	towermaintenance.com
TPO TESSING CORP.	Construction	Construction Inspection & Testing Services/Industrial/Commercial & Electrical	WBE	Mr.	Christine	Grubbs	68 Route Street	Franklinville	NY	11759 631-531-5777	631-531-5777	tpo-tessing.com
Trition Builders Inc.	Construction	Building Construction/Trade Services/Trade	WBE	Ms.	Stacy	Garcia	64 Mill Street	Amityville	NY	11701 212-300-3168	212-659-9661	tritionbuilders.com
URS Construction, Inc.	Construction/Services	Building Construction/Construction Services/Trade	WBE	Mr.	Sajid	Algar	404 Lincoln Ave Suite 218	Brooklyn	NY	11204 718-666-2256	718-235-1710	ursconstruction.com
UTE-United Technology, Inc.	Construction	Gen. Const./Environmental	WBE	Mr.	Mohan	Sumra	141 New Hyde Park Road	Franklin Square	NY	11010 516-326-1180	516-326-1162	ute-utec.com

Valente Contracting Corp.	Construction	Construction Services/General/Heavy and Public Works	MBE	M/C	John	Valente	77 Jackson Avenue	Minneapolis	NY	11501-515-746-7583	516-248-3746	valentecorp@gmail.com
Wei Lai Ceramic Tile & Lumber Corp.	Construction	Aluminum Equipment Tools / Accessory Tile / Insulating & Supplies/Air Conditioning / Heating Equipment	WBE	M/C	Richard	Wu	134-14 Northern Boulevard	Fushing	NY	11354-718-323-8181	718-323-1346	richard.wu@nycmail.com

NASSAU COUNTY CERTIFIED MWBE PROFESSIONAL SERVICES - AS OF March 2014

Company Name	Contract Classification	Description	Type	Title	First Name	Last Name	Address	City	State	Zip Code	Phone Number	Fax Number	Email Address	
Infra Tech Associates	Professional Services	Consulting Services	MBE	Mr.	David	All	40 Grand Street, Suite 2150	New York	NY	10004	212-514-7500	212-514-7531	its@infotech.net	
KLS & Associates	Professional Services	Consulting Services	MBE	Mr.	Kenneth	Salmon	200 Haven Avenue, Suite 3E	New York	NY	10035	212-795-0437	212-927-2188	ksalmon@earthlink.net	
Rudell & Associates, Inc.	Professional Services	Engineering & Architectural Consultants	MBE	Mr.	Rodolfo	Quintanao	11-11 40th Avenue	Long Island City	NY	11101	718-858-7500	718-888-8064	quintanao@rudell-associates.com	
NER Biologic, Inc.	Professional Services	Professional Service	MBE	Mr.	Barry	Bowman	8 O. Box 32	Brooklyn	NY	10460	917-487-4617	801-454-7106	bbarry@nerbiologic.com	
A.L.M. Investigations, Inc.	Professional Services	Engineering Services	MBE	Mr.	Allen	Moody	188 Pennsylvania Avenue, Suite 200	Brooklyn	NY	11207	718-346-9131	718-346-9192	almoody@earthlink.net	
BBF & K Consulting	Professional Services	Consulting Services	MBE	Ms.	Ann	Koravio	515 Gormet Lane	Luxby	MD	20857	410-894-3840	410-894-3840	bbf@bbfconsulting.net	
J. W. Prince Books, Inc.	Professional Services	Professional Service	MBE	Ms.	Joyce	Bruce	PO BOX 470	Wading Glen	NY	14081	800-876-8871	607-535-9408	joyce@jwprincebooks.com	
Lee S. Thompson & Co., LLP	Professional Services	Professional Service	MBE	Mr.	Lee	Thompson	308 Park Avenue, South, Suite 508	New York	NY	10016	212-481-7884	212-481-7827	PROFCSA@LSTCO.COM	
Harry Howard Productions	Professional Services	Professional Service	MBE	Mr.	Harry	Howard	300 East 40th Street, #257	New York	NY	10016	212-687-1312	212-687-1312	hhoward@hhoward.com	
PACO Group, Inc.	Professional Services	Computer Software, Architectural and Engineering Services, Construction Services	MBE	Mr.	Michael	Tolliver	261 Fifth Avenue, Suite 701	New York	NY	10016	212-655-0578	212-685-1179	mtolliver@pacogroup.com	
LE Translation Services	Professional Services	Professional Service	MBE	Ms.	Ludmila	Larmanis Davis	41, Hatfield Road	Mahopac	NY	10541	845-821-1379	845-821-1379	letranslation@cs.com	
Myrina Springs, LLC	Professional Services	Professional Service	MWBE	Mr.	Perlaen	Syed	15 Cutler Mill Road	Great Neck	NY	11021	516-455-7879	516-455-5124	syed@myrinasprings.com	
Aspek Engineers, Inc.	Professional Services	Engineering Services	MBE	Mr.	Mahendra	Shah	724 Yorklyn Road, Suite 350	Hickessin	DE	19707	703-891-4040	703-891-4056	mshah@aspekengineers.com	
Elizabeth Kennedy Landscape Architects	Professional Services	Landscape Architecture / Planning	#BEPI	Ms.	Elizabeth	Kennedy	Brooklyn Navy Yard 275 202d St, 63 Rudolph Ave., Unit 284	Brooklyn	NY	11205	718-596-8887	718-596-1579	ebk@elizabethk.com	
Storch Images	Professional Services	Consulting Services	MWBE	Ms.	Patrice	Harris	788 Dauntless Pkwy	Blmont	NY	11005	646-942-8237		info@storchimages.com	
Novi Industries, Inc.	Professional Services	Professional Service	MBE	Mr.	Oswin	Tesar	1830 Junatake Rd, Suite D	San Diego	CA	92119	619-536-4501	619-596-4862	oswin@noviindustries.com	
First Call Consulting Co., Inc.	Professional Services	Technical Services	MBE	Mr.	Kelch	Carter	537 E Broadway Suite 4	Long Beach	NY	11561	516-575-5175	516-508-7827	kcarte@firstcallconsulting.com	
Grand Central External Control, Inc.	Professional Services	Professional Service	MWBE	Ms.	Yolanda	Garcia	250 Fulton Ave., Suite 201	Hempstead	NY	11550	516-495-0411	516-495-9868	yolanda_garcia@yahoo.com	
Gormley Corporation	Professional Services	Professional Service	MBE	Mr.	Fruzz	Prophet	180 Hamilton Ave., B1	Hempstead	NY	11550	516-538-2661	516-538-2661	gormley@earthlink.net	
TaylorMade Media LLC	Professional Services	Professional Service	MBE	Ms.	Karen	Taylor Buss	26 DeWitt Street	Valley Stream	NY	11580	516-285-4959	646-219-4860	ktaylor@taylorbussmedia.com	
WaveTech Solutions, LLC	Professional Services	Professional Service	MBE	Mr.	Kenold	Pierre-Louis	625 Jackson Plaza	Unhordale	NY	11556	646-415-8313	646-792-3887	kenold@wvtech.com	
High Cotton Computer Corp.	Professional Services	Professional Service	MBE	Mr.	Eric	Donald	18 Nottingham Drive	Whitney Heights	NY	11798	631-497-3260	631-492-8178	eric@highcottoncomputers.com	
Chan Carr Design	Professional Services	Architectural & Engineering Services	MWBE	Mr.	Phyllis	Chan Carr	1 Atlantis Court	West Islip	NY	11795	631-321-6909	631-376-0176	chan@chan-carr.com	
Denition Associates, Inc.	Professional Services	Professional Services	MBE	Mr.	Paul	Denition	1725 K Street NW, Suite 611	Washington	DC	20006	202-721-9150	202-721-9162	denition@denitionassociates.com	
Donna Walcavage Architect, PC	Professional Services	Professional Service	MBE	Ms.	Donna	Walcavage	212 Hiss Street	Brooklyn	NY	11213		718-634-9102		
Quanta Education Associates	Professional Services	Consulting Services/Educational Services	MBE	Ms.	Barbara	Johnson	129 Dorchester Road	Buffalo	NY	14213	716-876-5310	716-874-0989	bjohnson@quantaeducation.com	
WM Group/Engineers, PC	Professional Services	Professional Service	MBE	Mr.	Hennart	Mehla	370 7th Avenue, Suite 701	New York	NY	10001	646-627-6400	646-627-6401	hennart@wmgroupengineers.com	
Lloyd Douglas Consultant Company	Professional Services	Professional Service	MBE	Mr.	Lloyd	Douglas	185 W 127 Street #2	New York	NY	10027	718-789-3113	718-789-3115	lloyd2003@yahoo.com	
Transmire Inc.	Professional Services	Professional Service	MBE	Ms.	Ashley	Chast	P.O. Box 540	Westhampton Beach	NY	11978	631-881-1670	631-288-1061	transmire@earthlink.net	
Patricia E. Allen Architect, P.C.	Professional Services	Professional Service	MBE	Mr.	Patrick	Allen	805 East 163rd Street	Brook	NY	10466	718-328-9835	718-328-7788	patrick@earthlink.net	
Fine Arts & Sciences LLC	Professional Services	Environmental & Plan. Consulting	MBE	Ms.	Lisa	Liquori	P.O. Box 388	East Hampton	NY	11937	917-656-8888	718-885-0792	finearts@earthlink.net	

Williams, LLC	Professional Services	Consulting	WBE	Mr.	Susan	Montana	34 River Road	Serville	NY	11782	601-244-5861	601-244-9093	smontana@hessentons.com
Diagnostic Assessment, Inc.	Professional Services	Professional Service	MBE	Mr.	Rudolph	Cuban	1647 Third Avenue, Suite 250	New York	NY	10128	212-389-4145	212-389-4851	diagnosticassessment@yahoo.com
Dr. James A. Glenn, Jr., Ph.D., J.D.	Professional Services	Professional Service	MBE	Dr.	James	Ghent	445 Homer Road	Churchville	NY	14028			ghent@frontier.net
Carverco	Professional Services	Professional Serv.	WBE	Ms.	Bob	Nassarian	343 Bayville Road	Lathrop	NY	11360	516-652-8837		bob@carverco.com
TTW Associates, Inc.	Professional Services	Professional Service	MBE	Dr.	Teresa	Williams	11 Middle Neck Road, Suite 176	Great Neck	NY	11021	516-665-0028	516-665-0062	terwilliams@aol.com
New Generation, Inc.	Professional Services	Professional Service	MBE	Mr.	Daniel	Higuera	111 South Wacker Drive, Suite 3350	Chicago	IL	60606	312-719-0320	312-719-0329	daniel.higuera@newgen.com
Inflation Funding, LLC	Professional Services	Financial Services	WBE	Ms.	Suzanne	Evelyn	60 Crescent Bend	Allendale	NY	7401	201-356-4505	866-324-8105	inflationfunding.com
Key Management Group, Inc.	Professional Services	Professional Service	MBE	Mr.	Sudhanshu	Bhatia	125 Bayville Road, Suite 250	Melville	NY	11747	631-777-2424	631-777-2026	keymanagement@keymg.com
ROGA Architects	Professional Services	Architectural & Engineering Services	MBE	Mr.	Robert	Faustin	147-09 88th Ave.	Jamaica	NY	11435	718-206-2200	718-206-2236	rogaarchitects.com
Atmos Clearing Maintenance Serv., Inc.	Professional Services	Professional Serv.	MBE	Mr.	Johann	Poland	13008 244th Street	Rosedale	NY	11422	718-255-9259	718-255-9259	atmosclearing@aol.com
Seamless Group, PC	Professional Services	Professional Engineering	MBE	Mr.	Joe	Candace	100 West 32nd Street	New York	NY	10001	212-693-8665	212-693-8607	seamlessgroup@aol.com
Eco-Wing Teub & Associates	Professional Services	Engineering Serv.	MBE	Mr.	Paul	Eng-Vong	2 Penn Plaza, Suite 2600	New York	NY	10021	212-695-5858	212-695-6881	ecowingteub.com
PCT Technology Group	Professional Services	Professional Service	MBE	Mr.	Jerry	Long	2 Barnard Lane Bloomfield	Hartford	CT	6102	860-242-3129	860-245-1459	long@pctgroup.com
Advanced Technology Solution Group, Inc.	Professional Services	Professional Service	MBE	Mr.	Adrian	Ramirez	1762 Central Avenue	Albany	NY	12245	518-452-9700	518-452-9399	advancedtechsolutions.com
Synergistic Systems, Inc.	Professional Services	Professional Engineering	MBE	Mr.	Carlos	Plazon	361 Long Hill Lane, Suite 34	Chatham	NY	7028	732-452-3832	973-701-6987	synergistic@synergistics.com
Currier, McCabe & Associates, Inc.	Professional Services	Professional Service	WBE	Ms.	Kay	Sturford	700 Troy Schenectady	Latham	NY	12110	518-783-9003	518-783-9003	currier-mccabe.com
Law Offices of Joseph C. Reid, P.A.	Professional Services	Professional Serv.	MBE	Mr.	Joseph	Reid	230 Park Avenue, Suite 1000	New York	NY	10169	212-813-2010	212-708-0053	lawofficesofjcreid.com
TVN Business Solutions	Professional Services	Professional	WBE	Ms.	Tamara	McPherson	18 Robison Lane	Jericho Gardens	NY	11360	718-759-4341	516-424-1980	tvnbusiness@aol.com
Galvin Capital Markets, LLC	Professional Services	Professional Service	MBE	Mr.	Martin	Cabrera	10 South Leslie St., Suite 1050	Chicago	IL	60603	312-263-8888	312-263-8866	galvinmarkets@aol.com
LLC Environmental Consultants, Inc.	Professional Services	Environmental Testing, Consulting & Training	WBE	Ms.	Jennifer	Carey	243 West 32nd Street	New York	NY	10021	212-420-4019	212-420-6092	info@llcenvironmental.com
Noli-Sterry, LLC	Professional Services	Professional Service	MBE	Mr.	William	Parrish	158 Washington Street	Newark	NY	7102	979-913-1006	973-413-1076	sterry@noli-sterry.com
Technodyne LLC	Professional Services	Professional Service	MBE	Mr.	Padma	Allen	501 Valley Road, Suite 812	Wayne	NY	7470	973-305-0400	679-305-0404	technodyne.com
Junk Junkies LLC	Professional Services	Professional Service	MBE	Ms.	Siney	Dranache	229 Merrick Blvd., Suite 345	Laurelton	NY	11413	888-433-4133	718-341-1879	junkjunkies@gmail.com
Nelson Pasour Inc	Professional Services	Professional Service	MBE	Mr.	Renee	Nelson	330 Motor Parkway, Suite 201	Hempstead	NY	11777	631-382-4010	631-382-4887	nelsonpasour@aol.com
Derman, Inc.	Professional Services	Professional Services	MBE	Ms.	Evangelina	Alfaro	49 West 37th Street, 5th Floor	New York	NY	10018	212-686-5560	212-779-1854	alfaro@derman.com
Dase Engineering PLLC	Professional Services	Professional Service	MBE	Mr.	Anastasia	Joan	1791 Grant Avenue	East Meadow	NY	11554	516-380-5281	516-380-5282	daseengineering@aol.com
R Reid Architect PC	Professional Services	Professional Service	MBE	Mr.	Ricarda	Reid	621 Bayth 85th Street	Astoria	NY	11692	718-725-7921	718-725-7594	reid@reid.com
J.D.A. Consultants, Inc.	Professional Services	Professional Business	MBE	Mr.	Byronex	Choi	198-11 82nd Road	Flushing	NY	11358	718-324-8667	718-324-2018	byronex@aol.com
Excellent Construction Industries	Professional Services	Arch and Eng Services	MBE	Mr.	Sandeep	Shah	170 Princess Street	Hicksville	NY	11801	516-688-1100	516-688-1248	excellentconstruction.com
O'Connell, Sling & Associates, LLP	Professional Services	Therapeutic Services	WBE	Ms.	Bonnie	O'Connell	708 W Jericho Turnpike	Huntington	NY	11748	631-549-1280	631-549-1205	ocollnslingsling@aol.com
CG Mapping	Professional Services	Professional Serv.	WBE	Ms.	Christine	Gavron	10 Bate Lane	Farmingdale	NY	11735	516-924-8529		cgmapping@cgmap.com
Dore All, LLC	Professional Services	Professional Service	MBE	Mr.	Kevin	Knight	116-09 Newburg Street	St. Albans	NY	11412	917-868-1619	718-713-7013	doreall@yahoo.com
Nancy Owens Studio, LLC	Professional Services	Landscape Architect	WBE	Ms.	Nancy	Owens	110 Franklin Street, 2nd	New York	NY	10013	212-266-2143	212-226-5654	nancyowensstudio.com
Kionelle Entertainment & Publishing	Professional Services	Professional Service	MBE	Ms.	Karen	Leville	122-19 Banton Street	Springfield Gardens	NY	11413	718-337-3884	718-337-3884	kionelle@aol.com
Garner Consulting Services, Inc.	Professional Services	Consulting Services	WBE	Mr.	James	Garner	P.O. Box 2097	Hempstead	NY	11550	516-319-9779	516-489-6431	garner@aol.com

Micropower Business Solutions	Professional Services	MBE	Mr.	Sam	Hiramandiney	45 Willis Avenue	Minneapolis	NY	11301	516-742-9923	516-742-9923	info@micropower.com
Nexus Staffing, Inc.	Professional Services	MBE	Mr.	Romy	Varghese	149 Bruce Terrace	Minneapolis	NY	11501	946-523-7768	516-908-8949	hannah@nexusstaff.com
Debra Carlos Marrone	Professional Services	WBE	Mrs.	Debra	Marrone	205 E 42nd Street, Suite 208	New York	NY	10017	212-907-0051	212-949-5261	debra@dccommunications.com
SS&C, Inc.	Professional Services	MWBE	Ms	Stella	Coddington-Scott	P.O. Box 7410	Garden City	NY	11530	516-338-7773	877-489-7476	scott@ssandc.com
Marron New World Engineering	Professional Services	WBE	Mr.	Gavin	Gillmore	120 Eagle Rock Avenue, Suite 207	East Hanover	NJ	7936	973-240-8300	973-240-8318	gavin@nwfnewworld.com
Martinez Cleaning Co., Inc.	Professional Services	MBE	Mr.	Marcio	Martinez	8811 31st Avenue	East Elmhurst	NY	11369	718-426-0700	718-426-0372	martinezcleaningco@comcast.net
Ghostfire Design, Inc.	Professional Services	WBE	Mr.	Robert	Scott Bond	1810 Charlotte Street	Amesbury	MA	64308	816-842-4460	816-842-4468	scott@ghostfire.com
PM Architecture, PC	Professional Services	MBE	Mr.	Peng	Melita	28 West 35 Street, Suite 402	New York	NY	10018	212-589-2550	212-589-2552	pmarch@pmarchitect.com
Vincent Fire Design	Professional Services	MBE	Mr.	Vincent	Smythe	2437 Jericho Turnpike, Suite 303	Garden City	NY	11040	516-224-8027		vincentfiredesign@gmail.com
Trid Group, LLC	Professional Services	WBE	Ms	Victoria	Nenas	285 Connaught Road, Suite 805	Commack	NY	11731	631-495-5966	888-317-7807	tridgroup@TRIDGROUP.COM
Ganoh Engineering, Inc.	Professional Services	MBE	Mr.	Kirt	Gandhi	111 Inan Street	New York	NY	10038	212-349-2900	212-285-0205	ganoh@ganoh.com
Reedes Court Reporting Services, Inc.	Professional Services	WBE	Ms	Florence	Scott	270 Old Country Road, Suite 110	Minneapolis	NY	11520	516-788-0002	516-742-2388	scott@reedescourt.com
IC System Solutions	Professional Services	WBE	Mr.	Phillip	Noan	270 Broadway	Albany	NY	7540	201-465-1122	201-465-9381	phillip@ic-system.com
Servicio Sirey & Health Consultants, Inc.	Professional Services	MBE	Mr.	Valmore	Holt	481 Eight Ave., Suite 805	New York	NY	10001	212-564-9062	212-564-9069	servicio@servicio.com
PI Engineering, PC	Professional Services	MBE	Mr.	Pablo	Leon	77 Marwick Road	Upton	NY	11569	516-599-0196	516-599-3419	pablo@piengineering.com
McCabe Environmental Services, LLC	Professional Services	WBE	Ms	Ellen	McCabe	464 Valley Brook Avenue	Lyndhurst	NJ	7071		201-438-2798	emc@mcabeserv.com
KAB Global, Inc.	Professional Services	MBE	Mr.	Khalil	Hanash	116 Mahan Street	West Babylon	NY	11704	516-438-5344		khalil@kabglobal.com
Electronic Knowledge Interchange Company	Professional Services	MBE	Mr.	Jim	Seaman	99 W. Monroe, Suite 1150	Chicago	IL	60605	646-420-0436	212-884-0992	contact@ekic.com
Pamela Ford	Professional Services	MBE	Mr.	Pamela	Ford	38 Alabama Avenue	Hempstead	NY	11550	516-485-5105		ford.pamela@gmail.com
Emerging Business Group, Inc.	Professional Services	MBE	Mr.	Larry	Mongomery	459 New York Avenue	Baldwin	NY	11510	516-384-0961	516-308-6478	montgomerylarry1969@hotmail.com
Woodberry & Associates Global Consulting & Development Services, Inc.	Professional Services	MBE	Mr.	Warren	Woodberry	110 Wall Street, 11th Floor	New York	NY	10005	212-708-9137	212-478-7872	info@wvcsolutions.com
Handsonly Dore Cleaners, Inc.	Professional Services	MWBE	Mrs.	Helen	Drew	420 Eastern Parkway, Apt. E	Brooklyn	NY	11225	947-322-0882		handsonlydorecleaners@gmail.com
Management & Financial Services Group	Professional Services	WBE	Mr.	Edward	Donahue	511-A Commerce Road	Annapolis	MD	21401	410-286-9101	410-286-5545	michael.makara@msfc.com
W. Allen Engineering PLLC	Professional Services	MBE	Mr.	Wayne	Allen	2944 Yates Avenue	Brentwood	NY	10469	967-285-8275	718-652-1051	wayne@allenengineering.com
Environmental Angels, LLC	Professional Services	WBE	Ms.	Lisa	Sagimband	80 Onyx Drive, Suite 100	Schenectady	NY	11716	631-244-1573	631-251-1942	lisa@environmental-angels.com
A.K. De Rama Industrial Control Systems, Inc.	Professional Services	MBE	Mr.	Antonio	DeRama	255 Sheffield Street	Mountaineer	NJ	7052	908-785-1600	908-655-0901	ak@akram.com
ASK Resource Management	Professional Services	MBE	Mr.	Basil	Shah	12 Liza Court	Plainville	NY	11803	718-382-3680	516-771-7154	basil@askr.com

ACA CONTRACTING INC	Professional Services	Building Construction/Repair/Maintenance and Residential Building	MWBE	Ms.	Diana	Amoson	410 Cortain Ave	Bay Shore	NY	11706	631-656-9759		631-656-9759
Acadim Systems Inc	Professional Services	Consulting Services	MBE	Mr.	Calish	Kalinos	130 East Perry/Henry Blvd	Scrantonville	PA	15063	215-354-1421	215-354-0488	215-354-0488
Accounting Firm of Susan Rich	Professional Services	Accounting/Financial Consultants	WBE	Ms.	Susan	Rich	3530 Jerusalem Avenue	Wentzville	NY	11793	516-557-2925	516-557-2924	516-557-2924
AJL Business System Inc.	Professional Services	IT Consulting & Temporary Staffing	WBE	Mr.	Peter	Quining	147 Madison Avenue	New York	NY	10016	212-683-5096	212-683-5098	212-683-5098
AKAI Associates	Professional Services	Professional Services	MBE	Mr.	Shahad	Khan	510 Broadview Road Suite 307 C	Manville	NY	11747	631-465-0786	631-465-0788	631-465-0788
Alaris Security Group, Inc.	Professional Services	Private Investigation	MBE	Mr.	Luis	Lopez	522 Grand Blvd.	Westbury	NY	11590	516-957-8118	516-957-8855	516-957-8855
Aligre Communications, Inc.	Construction/Professional Services	Automotive Vehicles & Transportation Equipment/Reconditioning & Repair Services	MWBE	Ms.	Gail	Williams	34 Grand Street Unit #2	Danbury	CT	6810	914-356-7473	203-326-5786	203-326-5786
Amay Associates, P.C.	Professional Services	Architectural Services	MWBE	Ms.	Yumel	U	921 2nd Avenue	Franklin Square	NY	11010	516-325-2828	516-325-2828	516-325-2828
AMC Engineering PLLC	Professional Services	Professional Service	MBE	Mr.	Ariel	Conenradi	99 Jericho Turnpike, Suite 3000	Jericho	NY	11753	516-457-1662	516-705-3214	516-705-3214
Analyst Computing, Inc.	Professional Services	Arch and Eng Services	MBE	Mr.	Calvin	Lee	82 N Broadway, Suite 205	Elkville	NY	11802	516-993-7478	516-993-7559	516-993-7559
ANS Consultants, Inc.	Professional Services	Engineering Inspections & Testing	MBE	Mr.	Azul	Shah	7405 South Clinton Avenue	South Plainfield	NJ	7080	908-754-8383	908-754-8383	908-754-8383
Armand Corporation Group, Inc.	Professional Services	Professional Service	MWBE	Ms.	Barbara	Armand	45 West 39th Street, 3rd Floor	New York	NY	10018	855-486-3200	855-486-3212	855-486-3212
Aspen Landscaping Connecting, Inc.	Professional Services	Professional Service	WBE	Mr.	Gregory	Jennifer	121 Cedar Lane	Tearuck	ND	7686	201-387-0577	201-387-0064	201-387-0064
Barbara Thayer P.E. Arch Landscape Architect	Professional Services	Construction, Landscaping	MWBE	Ms.	Maria	Puentes	1121 Springfield Avenue	Union	NJ	7083	908-364-8883	908-364-8895	908-364-8895
Big Apple Occupational Safety, Inc.	Professional Services	Environmental Consulting, asbestos Consulting, Training and Testing	MWBE	Mr.	Scott	Saddy	100 Crossways Park Drive West, Suite 104	Woodbury	NY	11797	516-364-0880	516-364-0888	516-364-0888
BLI Engineers & Architects, P.C.	Professional Services	Architectural and Engineering	MBE	Mr.	Andrew	Wong	505 8th Avenue, Suite 2305	New York	NY	10018	212-564-7656	212-564-7661	212-564-7661
Bronner Group, LLC	Professional Services	Consulting Services	WBE	Ms.	Gila	Bronner	389 Jericho Turnpike, 120 North Laseille St., Suite 1300	Minneola	NY	11501	516-741-2222	516-742-7790	516-742-7790
C.L.B. Industries, Inc.	Professional Services	Professional Service	WBE	Ms.	Carolyn	Borow	752 Macosset Highway, Suite 104 B	Spartitown	NY	11787	631-560-0681	631-560-3068	631-560-3068
Chu & Cassman Consulting Eng. PC	Professional Services	Engineering Services	MBE	Mr.	Jon	Chu	50 Broadway, Suite 501	New York	NY	10004	212-248-5427	782-563-4348	782-563-4348
CMS Management Corporation	Professional Services	Consulting, Environmental and Ecological Services	MBE	Mr.	Charles	Powers	280 Newton Road	Plainville	NY	11803	516-825-3228	516-825-3288	516-825-3288
Creative Photo	Professional Services	Communications and Media Services	MBE	Mr.	Alire	Tan	6 Pusan Park Rd.	Syosset	NY	11791	516-985-2918		
Crescent Chemicals Co. Inc.	Professional Services	Chemical Lab / Research	#REF!	Ms.	Helen	Cohen	2 Oval Drive	Islandia	NY	11749	631-349-0383	631-349-0323	631-349-0323
CSA Group NY Architects & Engineers, PC	Professional Services	Architectural/Consulting and Engineering Services/ Emergency Services	WBE	Mr.	Jesus	Suarez	40 Wall Street, 40th Floor	New York	NY	10005	212-677-0777	212-677-6156	212-677-6156
CSM Engineering P.C.	Professional Services	Eng./Construction Inspection	MWBE	Ms.	Carolyn	She-Mooringer	628 DOR Plaza	Unionville	NY	11556	516-378-4887	516-378-1938	516-378-1938
Daniel Shamba Sabot/ DBA Languages Translation	Professional Services	Professional Service	MWBE	Mr.	Daniel	Sabot	34726 33rd Court SW	Federal Way	WA	98025	253-835-0017	775-938-7888	775-938-7888
Determine Inc.	Professional Services	Professional Services	MWBE	Ms.	Heidi	Mone	1515 Broadway, 11th Floor	New York	NY	10036	212-352-5889	888-963-0004	888-963-0004

Don Technologies, Inc.	Professional Services	Computer Software/Data Processing & Consulting Services	MBE	Mr.	Sanjay	Gupta	200 Middlesex Essex Tykes #829	Iselin	NI	8890 732-404-1334	732-404-1335	don@donbnc.com
Empire Control Abatement Inc.	Professional Services	Construction and	WBE	Ms.	Lorena	Alcander	14-32 123rd street	College Point	NY	11356 718-961-9404	718-961-9408	loranai@empirecontrol.com
Enrich Engineering PC	Professional Services	Environmental Eng & Construct	WBE	Mr.	Soudabeh	Sayrt	11 Broadway, 21st Floor	New York	NY	10004 646-772-0000	718-668-3985	sdoug@enrich-ec.com
Ergonomic Tech Corporation	Professional Services	Professional Service	WBE	Ms.	Cynthia	Ruth	6853 Lehigh Turnpike, Suite 200	Syosset	NY	11791 516-850-8556	516-850-8557	cor@ergoworld.com
FC Consulting Engineer, PLLC	Professional Services	Consulting Services/Architectural/Engineering Services	MBE	Mr.	Frantz	Camulaine	190-21 C Jamaica Avenue	Hollis	NY	11423 718-465-3223	718-465-3226	camulaine@fc-engineer.com
FC Group LLC	Professional Services	Construction/Repair/Maintenance and Residential Building	MBE	Mr.	Nell	Snigh	25 Hiramson Place	Hyllbrook	NY	11563 516-588-4100	516-596-0828	nell@fcgroup.com
Field Associates, PC	Professional Services	Consulting Engineers	MBE	Mr.	Leo	Field	871 Nassau Road	Rosewelt	NY	11573 516-379-2794	516-379-4865	leo@field777.com
Gordon GMC Consulting	Professional Services	Consulting	MBE	Mr.	Rudolph	Gordon	6901 Jericho Turnpike	Syosset	NY	11791 516-873-7010		rudolph@gsd.com
Gerner Konold + Valerich Architects PC	Professional Services	Architectural Services	MBE	Ms.	Elisabeth	Maroglio	443 Park Avenue South, 2nd Floor	New York	NY	10016 212-678-6362	212-678-5877	elisa@valerich.com
Group PAX LLC	Professional Services	Architectural/Consulting and Engineering Services	MBE	Mr.	Feld	Cardozo	10 HBSide Avenue	Port Washington	NY	11060 914-732-2933		cardozo@grouppax.com
Haider Engineering, P.C.	Professional Services	Professional Eng. Serv.	MBE	Mr.	Syad	Haider	91 Toledo Street	Farmingdale	NY	11735 631-777-2280	516-378-4147	haider@haidereng.com
HANS Engineers Architects and Land Services PC	Professional Services	Eng. Arch. Land Surveying & Const.	MBE	Mr.	Husain	Almad	40 Wad Street, 11th Floor	New York	NY	10005 212-747-1997	212-747-1980	husain@hans.com
Hirani Engineering & Land Surveying, P.C.	Construction & Professional Services	Engineering/Architectural/Consulting & General Construction Services	MBE	Mr.	Jim	Hirani	30 Ardena Executive Plaza Suite 200 C	Jericho	NY	11753 516-248-1010	516-248-9018	jim@hirani.com
Hurley and Walsh, Land Surveying & Engin	Professional Services	Architectural and Engineering Services/Consulting/Enviroenmental & Ecological Services	WBE	Ms.	Alexandra	Hurley	27 Brook Street	West Sayville	NY	11794 631-750-6286		alexandra@hurley.com
Hydro-Geologic, Inc.	Professional Services	Environment Consulting	MBE	Mr.	Eric	Evans	213 Ujars Road	Ballstone Lake	NY	12019 518-877-0390	518-877-0416	evans@hgi.com
Info Ten Engineers, P.C.	Professional Services	Engineering Services/Consulting	MBE	Mr.	Sridhar	Unara	66 Roosevelt Avenue	West Orange	NY	7082 973-563-7476	973-243-2073	sridhar@info10.com
Innovative Recycling Technologies, Inc.	Professional Services	Environmental & Ecological Services/ & Consultants	WBE	Ms.	Virginia	Evans	690 North Queens Avenue	Lindenhurst	NY	11757 631-223-8044	631-223-8056	virginia@innovative.com
Integrated Strategic Resources	Professional Services	Miscellaneous Professional Services	WBE	Ms.	Julia	Kroff	224 West 35th St, Suite 1106	New York	NY	10001 212-344-8532	212-344-8536	julia@integrated.com
Interpeak Translations, Inc.	Professional Services	Miscellaneous Translation Services	WBE	Ms.	Shiva	Zahn	777 South Avenue, Suite 317	New York	NY	10001 212-678-4772	212-678-6864	info@interpeak.com
Integrative Security & Investigations, Inc.	Professional Services	Investigations & Security	WBE	Mr.	Bernard	Hardy	309 Madison Street	Westbury	NY	11590 516-338-2840	516-338-2880	bernard@integrative.com
Inside Process Services, Inc.	Professional Services	Miscellaneous-Law Enforcement Services/Design	WBE	Ms.	Margaret	Horslin	445 Broadhollow Road, Suite 25	Mahille	NY	11747 516-524-9080	631-938-0902	margaret@insideprocess.com
Ismail Ilyaz Architects	Professional Services	Architectural & Interior Design	MBE	Mr.	Sofar	Tobai	48 West 27th Street, 13th Floor	New York	NY	10018 212-300-1444	212-300-1425	ismail@iarch.com
JBI Environmental, Inc.	Professional Services	Environmental Services	WBE	Ms.	Nette	Booth	194 Atlantic Avenue	Garden City Park	NY	11040 516-741-1777	516-741-8807	nette@jbienv.com
JED Engineering, P.C.	Professional Services	Consulting & Engineering Services	MBE	Mr.	Evans	Doleyns	65 Roosevelt Avenue, Suite 100	Valley Stream	NY	11581 516-256-2310	516-256-2312	ed@jed-engineer.com
Johnson Security Bureau Inc.	Professional Services	Professional Service	MBE	Ms.	Jessica	Johnson	628 Watson Avenue	Brook	NY	10451 718-402-3600	718-402-3600	info@johnsonsecuritybureau.com
KAG Engineering PLLC	Professional Services	Engineering Services	WBE	Ms.	Kara	Blanchard	210 Sylvania Ln.	Sayport	NY	11705 631-576-7633		kblanchard@kag.com
KS Engineers, P.C.	Professional Services	Engineering, Surveying, Landscape Architecture, Construction Management	MBE	Mr.	Kamal	Shahid	484 Broad Street, 4th Floor	Newark	NY	7102 973-678-2598	973-678-2555	kshahid@kseng.com

La Vie Homes, Inc.	Professional Services	MWBE	Ms	Tonya	Tester	1840 Wilcox Circle	Ballport	NY	11715 516-225-3855	651-803-8136	lwhsco@aol.com
LNV Engineering Group, LLC	Professional Services	MBE	Mr.	Jieming	Wang	3319 Brunswick Avenue	Linden	NJ	7036 908-867-7620	908-867-8996	lwhsco@lwhsco.com
LOI Design Development	Construction / Professional Services	MWBE	Ms.	Alisa	Jackson	2131 3th Avenue, Apt. 3A	New York	NY	10037 646-246-4203		loidesignco@gmail.com
Lucille Maud Corporation	Professional Services	MBE	Mr.	Louise	Murhead	513 North Olden Avenue	Trenton	NJ	8638 908-395-7555	908-395-1140	lmaud@lmaud.com
MAI Engineering PC	Professional Services	MBE	Mr.	Mauro	Malik	52 South Terrace Place	Valley Stream	NY	11580 516-837-3636	516-213-4884	maie@maie.com
MEP Engineering PC	Professional Services	MBE	Mr.	Rafael	Orlison	65 Nassau Ave	Islip	NY	11751 631-587-1999	631-547-4543	mepe@mepe.com
N Chang & Co PC	Professional Services	MWBE	Mr.	Nicolas	Cheng	40 Exchange Place, Suite 1205	New York	NY	10038 212-788-0100	212-788-9198	nchang@nchang.com
Nolan American Consulting, LLC	Professional Services	WBE	Ms.	Suzanne	Nolan	30221 Spauld Street	Murietta	CA	92568 909-485-8218		nolan@nolanconsulting.com
Northeast Electrical Contractors, Inc.	Professional Services	WBE	Ms.	Linda	Bramont	288 South 8th Avenue, Suite G	Deer Park	NY	11729 631-321-2935	651-549-4334	northeast@northeast.com
Nova Consulting & Engineering, LLC	Construction/Professional Services	MWBE	Ms.	Maria	Molina	1235 Franklin Ave., Suite 225	Garden City	NY	11501 516-592-3400	212-279-6688	novac@novac.com
OA Systems Corp.	Professional Services	MBE	Mr.	Stephen	Gunnarman	2201 Chic Circle, Suite 511	Amariillo	TX	79109 805-534-8218	805-535-3718	oa@oa.com
Opera Solutions LLC	Professional Services	MBE	Mr.	Guliamro	Rivera	10 Exchange Place, 11th Floor	Jersey City	NJ	7302 646-520-4421		opera@opera.com
PC Group of NY Inc	Professional Services	WBE	Ms.	Pauline	Chabanes	333 S. Lake Boulevard	Mahopac	NY	10541 845-805-8478	845-805-8463	pcgroup@pcgroup.com
Perry Chish Enterprises, Inc.	Professional Services	MBE	Mr.	Perry	Onish	25 Clark Street, 2nd Floor	Brentwood	NY	11717 516-558-0936	681-254-8197	perry@perry.com
Proton Property Management, Inc.	Professional/Construction Services	WBE	Ms.	Helen	Yacomo	4940 Merrick Road	Massapequa Park	NY	11761 516-435-5831	646-489-5109	proton@proton.com
PCI International, Inc.	Professional Services	MBE	Mr.	Prakash	Maitra	4000 Legato Road, Suite 500	Fairfax	VA	22033 703-621-5840	703-621-8236	pci@pci.com
QED National	Professional Services	WBE	Ms	Colleen	Melhar	350 Seventh Avenue, 10th Floor	New York	NY	10003 212-481-8898	212-481-0414	qed@qed.com
Raul V Berra & Associates, Inc.	Professional Services	MBE	Mr.	Raul	Bravo	1885 Preston White Drive, Suite 202	Roseton	VA	20151 703-726-9092	703-726-9095	raul@raul.com
Raz Engineering Co, LLC	Professional Services	MBE	Mr.	Mitaz	Zade	76 S. Colwell Drive	Harrington Park	NJ	7640 201-789-2145	201-896-3854	raz@raz.com
Remede Consulting Group, Inc.	Professional Services	MBE	Mr.	Jerome	Daniel	59 Tulip Avenue, Suite 105	Roseton	VA	11001 516-618-5800	516-248-3449	remede@remede.com
Rolando H. Birones, Jr.	Professional Services	MBE	Mr.	Rolando	Birones	244 3rd Avenue, #1403	New York	NY	10003 212-726-1472	212-726-3471	rolando@rolando.com
Ronnette Bailey Architect	Professional Services	WBE	Ms.	Ronnette	Riley	350 Fifth Avenue, 8th Floor	New York	NY	10118 212-534-4015	212-534-2868	ronnette@ronnette.com
Rosette Consulting Inc.	Professional Services	MBE	Ms.	Andrea	James-Henson	1 Cross Island Plaza, Suite 114	Roseton	VA	11422 718-728-1285	877-686-0895	rosette@rosette.com
Roy A. McNamee, Esq.	Professional Services	MBE	Mr.	Roy	McNamee	641 Lexington Avenue, 27th Floor	New York	NY	10022 212-482-3696	212-371-8632	roy@roy.com
Schulz, Richardson, Weisberg Engineers PLLC	Professional Services	MWBE	Ms.	Cathy	Schulz	37 West 30th St	New York	NY	10018 646-883-6150		schulz@schulz.com
Safety Outsource Service Ltd.	Professional Services	WBE	Ms.	Doreen	Chrastoc	2900 Cypress Drive South, Suite 101	Islandia	NY	11749 631-244-7850	631-244-8851	safety@outsource.net
Sanjiv Augustine CPA, PLLC	Professional Services	MBE	Mr.	Sanjiv	Augustine	83-51 268 Street	Roseton	VA	11004 718-948-2571	516-977-8352	sanjiv@sanjiv.com

Setty & Associates, LLC	Professional Services	Architectural/Consulting & Engineering Services	MBE	Mr.	Bogdan	Setty	115 FR Avenue	New York	NY	10025 703-681-2115	703-681-8884	SETTY@SETTY.COM
Shunaker Consulting Engineering & Land Surveying	Professional Services	Consulting Engineering & Land Surveying	WBE	Ms.	Urida	Shunaker	148 Court Street	Brighamton	NY	13801 807-798-9381	607-798-8185	shunaker@shunakerengineering.com
SMAREN CORP the Wisdom Protective Services	Professional Services	Professional Services	MBE	Ms.	Kay	Simren	120-84 Queens Blvd, Suite 225	Kew Gardens	NY	11415 718-765-3382	516-209-7158	info@wisdomprotectives.com
Simco Engineering P.C.	Construction/Professional Services	Architectural/ Consulting and Engineering Services	MBE	Mr.	Muhammad	Stoddard	80 Maiden Lane, Suite 501	New York	NY	10038 212-685-8100	212-385-8101	msd@simcoeng.com
Sound Environmental Associates, LLC	Professional Services	Consulting/Environmental & Ecological/ Professional & Miscellaneous Services	WBE	Ms.	Shella	Bosha	15 Tide Court	Wading River	NY	11793 631-414-7198	631-614-5697	se@soundenv.com
Spectrum Coverage Corp.	Professional Services	Environmental Consulting & Consulting	WBE	Ms.	Jill	Harrison	323 Merrick Avenue	Merrick	NY	11565 516-647-4211	516-218-5156	jharrison@perfectenv.com
Starr Whitehouse PLLC	Professional Services	Landscape Architecture & Planning	WBE	Ms.	Laura	Starr	80 Maiden Lane, Suite 1901	New York	NY	10038 212-487-3272	212-487-3273	starr@starrwhitehouse.com
Tagi A. Garibol & Assoc.	Professional Services	Architectural Services	MBE	Mr.	Tagi	Garibol	201 Route 111, Suite 200	Hempstead	NY	11784 631-979-9387	631-979-7422	9387@tagiassociates.com
Talbot Enterprises, Inc	Construction/Professional Services	Building Construction/Regulatory/Insurance and Residential Building	MBE	Mr.	Mohammed	Adam Belg	75 Provost Street	Brooklyn	NY	11222 718-949-8877	718-949-6547	office@talbotent.com
Team Part, Ltd.	Professional Services	Computer Hardware/Software/Networks/Office Machines/Equipment & Accessories	WBE	Ms.	Pati	Kanner	1370 Broadway Drive West	Hewlett	NY	11557 800-616-2744	516-791-5707	part@teampart.com
The Sloan Engineering Group, Inc.	Professional Services	Environmental/ Ecological/ & Miscellaneous Services	MBE	Mr.	Stephen	Phanal	1001 Avenue of the Americas, 12th Floor	New York	NY	10016 212-872-0828	212-872-0821	stephen.phanal@sloaneng.com
V.L. Associates Inc/aff Suffolk	Professional Services	Project Management	MBE	Mr.	Vijay	Desai	138 West John Street	Hicksville	NY	11801 516-932-1010	516-932-8520	desai@vlassociates.com
VN Engineers, Inc.	Professional Services	General Construction, Planning & Engineering Services	WBE	Ms.	Sofia	Northberg	218 Washington Avenue	North Haven	CT	06473 203-234-7862	203-234-9154	sofia@vnengineers.com
Wayman C. Wing, Consulting Engineers	Professional Services	Professional Service	MBE	Mr.	Majid	Montazeri	15 Peru Plaza	New York	NY	10001 212-564-4370	212-564-4374	montazeri_way@wcwllc.com
Wilson & Chen, LLP	Professional Services	Professional	MBE	Mr.	Harry	Chen	1375 Broadway, 3rd Floor	New York	NY	10018 646-276-6760	646-258-3258	hchen@wilsonchenllp.com

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'.
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

By: _____

Richard R. Walker
Printed Name

Title: CHIEF DEPUTY COUNTY EXECUTIVE

Date: 5/21/15

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF Nassau

On the 21st day of May, 2015, before me personally appeared Richard R. Walker, to me known, who being by me duly sworn, did depose and say that he/she resides at County of Nassau, that he/she is the Chief Deputy County Executive of the County of Nassau, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

LAURA A STEIN
Notary Public - State of New York
NO. 01ST6179895
Qualified in Nassau County
My Commission Expires 12/27/15

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

By: _____

RICHARD R. WALKER
Printed Name

Title: CHIEF DEPUTY COUNTY EXECUTIVE

Date: 5/21/15

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF Nassau

On the 21st day of May, 2015, before me personally appeared Richard R. Walker, to me known, who being by me duly sworn, did depose and say that he/she resides at Nassau County, that he/she is the Chief Deputy County Executive of the Nassau County, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

LAURA A STEIN
Notary Public - State of New York
NO. 01876179596
Qualified in Nassau County
My Commission Expires 6/24/15

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

By: _____

Richard R. Walker
Printed Name

Title: CHIEF DEPUTY COUNTY EXECUTIVE

Date: 5/21/15

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF Nassau

On the 21st day of May, 2015, before me personally appeared Richard R. Walker, to me known, who being by me duly sworn, did depose and say that he/she resides at County of Nassau, that he/she is the Chief Deputy Executive of the Nassau County, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

LAURA A STEIN
Notary Public - State of New York
NO. 01816179595
Qualified in Nassau County
My Commission Expires 12/24/15

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: C1000536 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: NASSAU COUNTY OF	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: South Shore Blueway Trail Implementation
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000000808 Federal Tax ID Number: 11-6000463 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: n/a CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: Nassau County 1550 Franklin Avenue Mineola, NY 11501 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: FROM: 4/1/2014 TO: 3/31/2017 CURRENT CONTRACT PERIOD: FROM: 4/1/2014 TO: 3/31/2017 AMENDED TERM: FROM: TO: AMENDED PERIOD: FROM: TO:	CONTRACT FUNDING AMOUNT: <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount)</i> CURRENT: \$240,000.00 AMENDED: FUNDING SOURCES: <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other
--	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:

<input checked="" type="checkbox"/> Attachment B:

<input checked="" type="checkbox"/> Attachment C: Work Plan
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
<input type="checkbox"/> A-2 Federally Funded Grants

<input checked="" type="checkbox"/> B-1 Expenditure Based Budget
<input type="checkbox"/> B-2 Performance Based Budget
<input type="checkbox"/> B-3 Capital Budget
<input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
<input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
<input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
|--|---|

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

Contract Number: # C1000536

Page 3 of 25, Master Contract for Grants - Standard Terms and Conditions

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Contract Number: # C1000536

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments.⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

Contract Number: # C1000538

Page 19 of 25, Master Contract for Grants - Standard Terms and Conditions

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 - 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.
Contract Number: # C1000536

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 3/18/15)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.3 of the Standard Terms and

Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement

shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.

6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter

into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of

this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Administrator
Agency/Division:	Department of State, Office of Planning and Development
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540
E-Mail Address:	<u>opdcontracts@dos.ny.gov</u>

2. Notice to the Contractor

Name: Edward P. Mangano
Title: County Executive
Affiliation: Nassau County
Address: 1550 Franklin Avenue
Mineola, NY 11501
Telephone Number: 516-571-3131
E-Mail Address: emangano@nassaucountyny.gov

L. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

Contract Number: #C1000536

Page 6 of 19, Attachment A-1 – Program Specific Terms and Conditions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M (6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. ~~Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.~~

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - 1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4) The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. If the total expenditure of this contract is in excess of \$250,000, Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Form C - Workforce Employment Utilization Report ("Workforce Report")

- 1) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

- 2) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- 3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M (2)(a) of this Attachment.
- c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material

breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

- a. For Waiver Requests Contractor should use Form E - Waiver Request.
- b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- c. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Liquidated Damages - MWBE Participation

- a. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

7. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

8. The Agency may require Contractor to use the New York State Contract System ("NYSCS") to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be

obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

9. Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.esd.ny.gov/MWBE.html>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

II. Program Specific Clauses (revised 7/1/14)

A. This Agreement has been entered into pursuant to the following understandings:

1. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
2. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension for up to two contract periods not to exceed twelve months each. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.

8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
9. The Contractor shall submit with its request for final payment a Final Project Summary Report and a final Project Status Report on forms prescribed by the Department.
10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability

coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year

calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. GENERAL MAP PRODUCT REQUIREMENTS -- The following general cartographic requirements must be adhered to by the Contractor:

- a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
- c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
- d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
- e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.

2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS -- The following cartographic construction requirements must be adhered to by the Contractor:

- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. DIGITAL-READY MAP PRODUCT REQUIREMENTS -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.

- d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
- e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

4. CONTRACT DATABASE STANDARDS

- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

K. Submission of all correspondence and documentation

- 1. Unless otherwise stated in Attachment C, the Contractor agrees to provide the Department with the required products in the following formats. All products and shall include the NYS contract number as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Attachment C.
 - a. Draft products: two paper copies of each product must be submitted.
 - b. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 - c. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
- 2. Contractor agrees to provide the Department with original payment request documentation as described in Attachment D.

L. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

A. Salaries	\$0.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$480,000.00
F. Other	\$0.00

TOTAL PROJECT COST	\$480,000.00
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Total State Funds	\$240,000.00
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Total Local Share	\$240,000.00
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A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
SUBTOTAL		\$0.00

B. TRAVEL

SUBTOTAL		\$0.00
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C. SUPPLIES

SUBTOTAL		\$0.00
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D. EQUIPMENT

SUBTOTAL		\$0.00
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E. CONTRACTUAL SERVICES

Contractual services for design of blueway launch projects and construction management.....	\$80,000.00
Subcontractor: Cameron Engineering & Associates (EIN: 11-3313855)	
100 Sunnyside Boulevard	
Woodbury, NY 11797	
Contractual services for construction of blueway launch projects.....	\$400,000.00
Subcontractor: To be determined	
SUBTOTAL	
	\$480,000.00

F. OTHER

SUBTOTAL		\$0.00
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ATTACHMENT C - WORK PLAN

Contractor: Nassau County
Contract Number: C1000536
Program Contact Person: Brian Schneider
Phone: (516) 571- 9610
Email: bschneider@nassaucountyny.gov

South Shore Blueway Trail Implementation

1. Project Description

Nassau County will design and construct accessibility improvements to existing boat ramps and kayak launches at Cedar Creek Park, Cow Meadow Park, Inwood Boat Ramp, Milburn Creek, Wantagh Park, and two sites at Bay Park Beach. These sites are part of the South Shore Blueway Trail that provides continuous kayak access along an 18-mile stretch of the South Shore Estuary Reserve, from the western border of the Town of Hempstead to the Nassau/Suffolk County line.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the following acknowledgment:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format -PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on

subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 9: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

- Potential permitting and approval agencies include but are not limited to:
- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 10: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 11: Installation of Project Sign

Prior to the start of construction, the Contractor shall install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department approved sign design, and photo-documentation that sign is installed in project area.

Task 12: Construction

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work

plans or during the project kick-off meeting. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections and photo documentation. The Contractor or its consultant(s) shall submit to the Department written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress with photo-documentation and identification of any problems that need to be addressed.

Task 14: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor or its consultant(s) shall submit two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 15: MWBE Quarterly Reports

The contractor and its consultants and/or contractors shall submit MWBE Quarterly Reports (every March 31, June 30, September 30, and December 31) on the form provided, including a breakdown of payments issued to state-certified MWBE firms during the quarter.

Products: MWBE reports submitted to DOS during the life of the contract.

Task 16: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 17: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☒ Quarterly Reimbursement
Due date 3/31, 6/30, 9/30, 12/31
- ☐ Monthly Reimbursement
Due date _____
- ☐ Biannual Reimbursement
Due date _____
- ☐ Fee for Service Reimbursement
Due date _____

Contract Number: # C1000536

Page 1 of 4, Attachment D – Payment and Reporting Schedule

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	